

EXHIBIT

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- (2) By Mail: The postmark date showing the date it was mailed. If there is no postmark date on the item or the date printed is illegible, the date of receipt by the party to whom it was mailed controls.
 - (3) Overnight Delivery: The date the sender placed the item in the hands of the overnight carrier.
 - (4) Hand Delivery by Courier: The date the item is received by the party to whom it is delivered.
- (c) Extensions of Time: Any deadline imposed by these Rules may be extended (1) by the Special Master in his or her discretion or (2) by the agreement of the Parties to the Audit Proceeding, if approved by the Special Master. Any party seeking an extension of time from the Special Master must:
- (1) Notify the other Parties to the Audit Proceeding of the extension requested and determine if they consent or object to the request;
 - (2) Make the request to the Claims Administrator, stating: (a) the deadline for which an extension is requested; (b) the duration of the extension requested; (c) the deadline date before any extension and the extended deadline date requested; (d) that the requesting party has conferred with the other Parties to the Audit Proceeding and whether they consent or object to the request; and (e) the grounds for the request.

If an extension is granted, further extensions to the same party for the same deadline and/or on the same issue are not likely to be granted. The fact that another party has been granted an extension is not alone sufficient grounds for an extension for other parties.

TITLE II: PROCEEDINGS BY THE CLAIMS ADMINISTRATOR

Rule 6. Claims Administrator's Audit Procedures. With the approval of Co-Lead Class Counsel, Counsel for the NFL Parties and the Special Masters, pursuant to Settlement Agreement Section 10.3(b) and Section 10.4, the Claims Administrator has established and implemented the Audit procedures to detect and prevent fraudulent submissions to and payments of fraudulent claims from the Monetary Award Fund.

Rule 7. Audit of Claims by the Claim Administrator. The Claims Administrator conducts Audits as a result of the following:

- (a) Random and Mandatory Audit Process: An Audit by the Claims Administrator of a Claim pursuant to Section 10.3(c) of the Settlement Agreement (10% of qualifying Claims monthly) or Section 10.3(d) of the Settlement Agreement (mandatory audit in three Claim scenarios).
- (b) Specific Claims or Groups of Claims: An Audit by the Claims Administrator of a Claim or a group of Claims under Sections 8.6(b), 10.3(b) or 10.4 of the Settlement Agreement based on the Claims Administrator's own detection processes or from

information received from Co-Lead Class Counsel, Counsel for the NFL Parties or any third-party regarding fraud, misrepresentations, omissions, or concealment of material facts relating to Claims by a Settlement Class Member submitting a Claim, the physician providing the Qualifying Diagnosis or other healthcare provider, a lawyer, law firm or anyone acting on behalf of the Settlement Class Member, or any other party.

- (c) Information from Co-Lead Class Counsel or the NFL Parties: Co-Lead Class Counsel and the NFL Parties may provide the Claims Administrator at any time any information and materials either believes may affect the integrity of submitted or potential Claims in the Settlement Program for the Claims Administrator to consider in its discretion. The Claims Administrator may use such information in its discretion and will determine the extent to which and time such information will be disclosed to any Settlement Class Member(s) affected by the information and to Co-Lead Class Counsel and the NFL Parties, if not previously provided to them.

Rule 8. The Effect of an Audit on Claims Processing Deadlines. The claims processing deadlines in the Settlement Agreement are suspended, at the time the Claims Administrator places a Claim in Audit, wherever the Claim is at the time in the review, appeal or payment process. The Claims Administrator may place a Claim in Audit at any time, regardless of its processing or payment status, even if previously found payable or paid. A Claim in Audit cannot be paid until the Audit is concluded without an adverse finding as to the Claim.

Rule 9. Notice of Audit. If the Claims Administrator places a Claim in Audit, it will so notify Co-Lead Class Counsel and the NFL Parties and the Settlement Class Member with the Claim. Such notice will direct the Settlement Class Member to preserve any and all documents relevant to the Claim. The Claims Administrator also may provide notice to the Settlement Class Member's attorney, diagnosing physician or other healthcare provider or party involved in the Claim requiring preservation of such documents.

Rule 10. Required Information and Records. The Claims Administrator may require a Settlement Class Member, within 90 days or such other time as necessary and reasonable under the circumstances, to submit to the Claims Administrator such records and information as may be necessary and appropriate to audit the Claim of the Settlement Class Member, including the records and information described in Sections 10.3(e) and 10.3(f) of the Settlement Agreement. The Claims Administrator also may require persons and entities other than the Settlement Class Member to submit such records and information within 90 days or such other time as necessary and reasonable under the circumstances. Any request by the Claims Administrator for records or information in connection with an Audit will have the force and effect of a subpoena under Fed. R. Civ. P. 45 and may be served by any means that will cause the recipient to receive it. The Claims Administrator has the authority to take testimony, issue follow-up requests for information and records, and/or obtain additional materials and information pursuant to Fed. R. Civ. P. 45 as it deems reasonably necessary to complete the Audit.

Rule 11. Denial of Claim for Refusal to Cooperate with an Audit. Pursuant to Section 10.3(b)(ii) of the Settlement Agreement, the Claims Administrator may deny, without right to appeal, the Claim of a Settlement Class Member who refuses to cooperate with an audit,